

# **John R. Justice (JRJ) Grant Student Loan Repayment Program Roles and Responsibilities**

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## **Bureau of Justice Assistance**

The Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA) is the federal grant making agency tasked with oversight of John R. Justice (JRJ) grant funds to participating states, territories, and the District of Columbia (hereafter collectively referred to as “states and territories”). As part of this responsibility, BJA ensures that all federal statutory and regulatory requirements which govern the program are adhered to and/or being implemented accordingly. In this role, BJA may establish policies, procedures, and reporting mechanisms to enforce compliance with such requirements. This includes (but is not limited to) requiring participating states and territories to verify the eligibility (initial and continuing) and status of JRJ beneficiaries.

In its discretion, BJA has elected to fund this program through JRJ administering agencies (as designated by the Governor or chief executive-equivalent) for each of the participating 56 states and territories. Awards are made on a formula basis, developed by BJA with the assistance of the Bureau of Justice Statistics (BJS). This formula is based, in part, on population size.

OJP/BJA assumes some responsibility in the collection of funds owed by JRJ beneficiaries who have breached the terms of their service agreements. Upon notice of such a breach (JRJ administering agency and beneficiary responsibilities herein are more fully described below), BJA will send a general notice of repayment to the JRJ beneficiary and carbon copy OJP’s Office of the Chief Financial Officer (OJP OCFO) who may then demand repayment within 45 days from their first having received notice of a recipient having entered “repayment status.” If the debtor is non-compliant in repaying the debt, the OJP OCFO will refer the matter to the U.S. Treasury Department (with notice to the debtor) and interest and collection fees will be assessed in addition to the principal amount owed.

Finally, BJA is tasked with the review and approval of requests for waivers of repayment obligations owed by beneficiaries to the Federal Government. (The basis for such a waiver is found in the Act). As part of this process, the JRJ Program Lead will perform an initial review of all requests and make a recommendation to the BJA Director or his/her designee for action. The JRJ Program Lead will provide outreach for any missing information necessary to properly consider a waiver request.

BJA’s comprehensive list of JRJ beneficiaries (compiled from verification forms provided from each of the states and territories) will be updated to identify any beneficiaries that have been issued or denied a waiver. The beneficiary, beneficiary’s state or territory, and OJP’s OCFO will each be notified of approved or denied waiver requests.

## **JRJ Administering Agency**

BJA will make awards to designated JRJ administering agencies, whose role is to establish and maintain a statewide JRJ Grant Program that is consistent with the John R. Justice Prosecutors and Defenders Incentive Act, under 42 U.S.C. §3797cc-21 (the “Act”) and all applicable federal regulations and other BJA- and/or OJP-promulgated programmatic guidance.

Once an award is accepted, the designated JRJ administering agency must submit quarterly financial status reports, quarterly performance metrics reports, and semi-annual progress reports. JRJ administering agencies must also submit to BJA, on an annual basis, an assessment report that evaluates the impact of the JRJ Grant Program on the recruitment and retention of prosecutors and public defenders in the state by engaging with prosecutor and public defender offices. This may be accomplished qualitatively, through surveys, leader interviews, a focus group, or in a manner otherwise prescribed by BJA.

Additionally, JRJ administering agencies are required to annually verify the eligibility (initial and continuing) and status of JRJ beneficiaries and submit to BJA, via the Grants Management System (GMS), as a “Special Report” (or by a method otherwise prescribed by BJA) the following documents:

1. All John R. Justice Student Loan Repayment Program (JRJSLRP) Service Agreements, Secondary Service Agreements (including any addenda and associated documentation) properly executed by participating beneficiaries for each fiscal year;
2. All outstanding JRJSLRP Service Agreements and Secondary Service Agreements (including any addenda and associated documentation) properly executed in prior fiscal years that have not already been uploaded into GMS;
3. A complete list of recipients of JRJ benefits issued by the JRJ administering agency, including a reference to the grant award number from which funds were paid on behalf of each beneficiary;
4. A complete list of individuals (if any) who have had JRJ benefits paid on their behalf by the JRJ administering agency, but who have left the program prior to fulfilling their service obligation, including a reference to the grant award number from which said JRJ benefits were paid.

JRJ administering agencies are required to also keep on record, available for audit and, if necessary, collection purposes, any record relied upon by the JRJ agency to support its funding decisions, including:

1. Applications received.
2. Income, debt, and loan data provided as part of each such application.
3. Documentation of outreach efforts implemented to distribute funding amongst a wide range of employing agencies within the state.
4. Documentation of decisional processes in the evaluation of an individual’s ability to repay his/her loan obligations.
5. Documentation of decisional processes in the evaluation of an individual’s meritorious service (including military service) (if applicable).

6. Proof of an individual's eligibility under the statutory definitions of "prosecutor" or "public defender."
7. Proof of an individual's debt obligations under a "qualifying loan."

BJA maintains the right to request from the JRJ administering agency any other records that are reasonably required to determine compliance with statutory obligations, and the JRJ agency, as a condition on receiving funds, will agree to cooperate to the fullest extent possible in producing all such records.

Additionally, according to statute, once an eligible applicant is approved for participation in the JRJ program, that beneficiary should be given priority consideration to receive funding during the second and third years of the three-year service agreement, pending the availability of funds. Renewal is not automatic and nothing shall obligate the state to renew a benefit in the same (or greater) amount as was previously paid on behalf of a beneficiary. Priority consideration granted in the second and third year of an initial JRJSLRP Service Agreement obligation will ordinarily satisfy the priority consideration requirement. Priority consideration beyond the third year is not required.

Upon completion of the original 3-year service obligation, subsequent agreements may be entered into for additional obligations of service in consideration for future grant awards. The terms of additional service obligations are addressed in Appendix C of the current solicitation (JRJSLRP Service Agreement – Secondary Term of Service). The Appendix C form should be exclusively used by the state JRJ administering agencies in situations under which the selected beneficiary has: a) fulfilled his/her initial 3-year service obligation; b) been selected again by the JRJ administering agency to receive additional JRJ benefits, and c) agreed to commit to an additional one (1) year of service obligation in exchange for those additional benefits. Through the first 3 years of the program, JRJ beneficiaries had been subject only to one JRJSLRP Service Agreement, executed at the time that the JRJ beneficiary first entered into the JRJ program. BJA became aware that, in certain cases, some JRJ beneficiaries were asked to and subsequently signed additional JRJSLRP Service Agreements even though the date of such execution occurred within the original 3-year term of the JRJ beneficiary's obligation of service. Such subsequent "agreements" did not extend the original terms of service obligation, but rather served as a reaffirmation and acknowledgement of the originally signed agreements and the terms and conditions thereunder. Beginning with fiscal year 2013 and going forward, any JRJ beneficiary who enters into a JRJSLRP Service Agreement – Secondary Term of Service agrees to extend the beneficiary's term of service obligation by the period of time expressed therein, in exchange for the receipt of additional JRJ benefits. State JRJ agencies have been warned to immediately cease the practice of having JRJ beneficiaries execute additional JRJSLRP Agreements during the second and third year of a JRJ beneficiary's original Service Agreement, and instead advised to have the beneficiary execute the JRJSLRP Acknowledgment of Benefit form (see Appendix D) on an annual basis during the course of the beneficiary's Service Agreement(s).

In the event of a breach of a service obligation agreement, a principal sum equal to the amount that the beneficiary is required to repay to the Department of Justice (DOJ) shall be recoverable by the Federal Government from the beneficiary (or the beneficiary's estate, if applicable) by such methods as provided by law for the recovery of amounts owed to the

Federal Government. The foregoing should not be understood to preclude the Federal Government from recovering any interest that may be owed in the collection of a debt. Once a JRJ beneficiary has been determined to be in a “repayment status,” it is incumbent upon the designated JRJ administering agency to promptly notify BJA.

Once the 45-day period has expired and the debtor has not fully repaid the debt owed, OJP’s OCFO will refer the matter to Treasury. Under standard practice, uncollected debt is referred to Treasury within 60 days after the first notice (described above) is sent by OJP’s OCFO.

### **JRJ Beneficiaries**

As a condition precedent to the payment of any benefit under this program, all selected beneficiaries must sign the “Service Agreement” currently included as part of the solicitation as Appendix B. JRJ Beneficiaries are required to satisfy all of the terms of the Service Agreement including but not limited to the following terms:

- *I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of any transfer to a new position or employing agency, identifying myself as a JRJSLRP beneficiary.*
- *I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of my intention to voluntarily separate, resign, or retire from my position as an eligible beneficiary before completing my service obligation under paragraph 1 above.*
- *I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of my status in default of any loan obligation with respect to a qualifying “student loan,” as defined in 42 U.S.C. §3797cc-21(b)(3)(A).*
- *In the event I voluntarily leave my position as an eligible beneficiary, or in the event I am involuntarily separated for misconduct or unacceptable performance before completing the agreed upon period of service, I will be indebted to the Federal government and must reimburse the Department of Justice for the full amount of any student loan repayments made on my behalf under this service agreement. I further acknowledge that a sum equal to the amount that I am required to repay shall be recoverable by the Federal government from me (or my estate, if applicable) by such methods as are provided by law for the recovery of amounts owed to the Federal government.*

Appendix B is an agreement between the eligible beneficiaries (as selected by the JRJ administering agency) and the DOJ, and as such, may not be modified by the grantee or anyone else without the express written authorization of the BJA Director, and DOJ (through BJA) will not accept or consider variances of the terms or form of Appendix B.

Consistent with the terms of the JRJSLRP Service Agreement, JRJ beneficiaries are required to inform their JRJ state administering agency of their separation from a qualified position of employment and the status of their repayment. A payment in the total amount

of the JRJ Student Loan Repayment benefits that have been made on behalf of the JRJ beneficiary must then be sent to the Office of Justice Programs (OJP) Office of the Chief Financial Officer (OCFO) with a notation of the applicable Grant Number(s) from which the funds were derived, at the following address:

U.S. Department of Justice, Office of Justice Programs  
Office of the Chief Financial Officer (Attn: Accounting Control Branch)  
810 Seventh Street, N.W.  
Washington, DC 20531

OJP does not provide the option of installment method payment plans for funds owed to the federal government, though it is possible that debtors may be able to arrange for a repayment plan through the Treasury Department (a matter that will not involve OJP).

Waiver Requests: JRJ beneficiaries who wish to request waivers to their obligation of repayment of JRJ benefits must follow the formal process for submitting waivers as described below:

Submit a formal waiver request via email at the dedicated mailbox: [jrjwaiver@usdoj.gov](mailto:jrjwaiver@usdoj.gov)

To be considered by the BJA Director, waiver requests must include the following required items:

1. A sworn statement, made by the recipient (requestor) under penalty of perjury, certifying and attesting to the truthfulness and accuracy of the information provided, in the form of a one (1) page Word document that includes an explanation for the waiver request;
2. Attached applicable supporting documentation, including any documentation in support of the waiver request received from the State JRJ Administering Agency.

Formal Process for Waiver Review: Waivers will be reviewed to ensure compliance with the Act and all applicable terms of the JRJSLRP service agreement to determine “whether recovery would be against equity and good conscience or against the public interest.” Requests that are incomplete or do not comply with the above-referenced process for submitting a waiver request will not be reviewed until and unless such requirements are fully met. As the issuance of a waiver is made at the sole discretion of the BJA Director, any actions taken with respect to waiver requests will be considered final with no rights of appeal.